

APPLICATION FOR CONSENT TO TRANSFER A PROJECT PURSUANT TO
GENERAL LAWS CHAPTER 121A SECTION 11
AND TO ACQUIRE A PROJECT PURSUANT TO
GENERAL LAWS CHAPTER 121A SECTION 18C,
AS AMENDED

1. Jewish Community Housing for the Elderly II, Inc., a Massachusetts non-profit corporation (the "Seller"), and JCH II Limited Partnership, a Massachusetts limited partnership to be formed (the "Buyer"), the above entities are collectively referred to as the "Applicant", hereby apply to the Boston Redevelopment Authority (the "Authority") pursuant to the provisions of G.L. c. 121A, sec. 11 and 18C, as amended, pursuant to St. 1960, Chapter 652, and pursuant to those rules and regulations of the Authority as may be applicable hereto, for consent of the Authority to the transfer of a project (the "Project"), known as Leventhal House. This Project has previously been duly authorized and approved by the Authority and has been developed and operated in accordance with G.L. c. 121A and S. 1960, Chapter 652.

2. The address of each of the Applicants is as follows:

Seller: 30 Wallingford Road
Boston, Massachusetts 02135

Buyer: 30 Wallingford Road
Boston, Massachusetts 02135

Notices and requests by the Authority with regard to this Application should be directed to:

Daniel D. Sullivan, Esquire
Brown, Rudnick, Freed & Gesmer
One Federal Street
Boston, Massachusetts 02110
(617) 542-3000

3. The Project is situated on Wallingford Road and Chestnut Hill Avenue in Brighton in the City of Boston. A metes and bounds description of the Project is attached hereto as Exhibit A. The Project was constructed in 1972. It consists of 256 rental housing units for the elderly in a single 5 story building, together with appurtenant community space, parking and related improvements. The Project receives rental subsidies pursuant to the Section 8 program under the United States Housing Act of 1937, as amended.

4. The Authority approved the Project pursuant to the provisions of Chapter 121A and St. 1960, Chapter 652. The Seller and the Authority thereafter entered into a regulatory agreement (the "Regulatory Agreement"), as required by Chapter 121A, a copy of which is attached hereto as Exhibit B-1. The Authority and Jewish Community Housing for the Elderly, Inc. had previously entered into a Regulatory Agreement covering the Project on January 8, 1970, a copy of which is attached as Exhibit B-2.

5. The City of Boston approved the Project pursuant to the provisions of Chapter 121A and the Seller and the City of Boston agreed to enter into a contract as required by Section 6A of Chapter 121A (the "6A Contract"). The form of this agreement is attached hereto as Exhibit C.

6. The Seller proposes and hereby requests the consent of the Authority to the transfer of the Project to the Buyer.

7. The Seller proposes to sell the Project to the Buyer for a price equal to (i) Buyer's assumption of the current first mortgage on the Project, (ii) Buyer's execution and delivery to the United States Department of Housing and Urban Development ("HUD") of a promissory note in the amount of \$630,590 and (iii) Buyer's execution and delivery to the Seller of a promissory note and mortgage in the amount of \$1,283,997. The current holder of the first mortgage on the Project is Federal National Mortgage Association. Since the first mortgage documents will not permit the Buyer to encumber the Project with a second mortgage, the promissory note shall be secured by an assignment of partnership interests in the Buyer. The promissory note to HUD represents an obligation to repay a Flexible Subsidy Assistance grant received from HUD. This promissory note will accrue interest at the rate of 10% per annum and will be payable in the year 2014 (when the HUD restriction period and Section 8 subsidy expire) or earlier upon a sale of the Project, if the Project is not to be maintained as low-income housing.

8. The General Partners of the Buyer are to be NBL House, Inc., a Massachusetts corporation ("NBL"), which is wholly owned by the Seller and Boston Housing Associates Limited Partnership, a Massachusetts limited partnership (the "Investment Partnership"). NBL will be the Managing General Partner and will be responsible for and have the authority to conduct the business of the Buyer and operate the Project.

9. The Investment Partnership intends to sell limited partnership interests in itself to investors in the general public in order to raise capital so it may acquire general partnership interests in a number of limited partnerships which own low and moderate income apartment projects. With respect to the Project, the Investment Partnership intends to raise and contribute to the Buyer capital in the approximate amount, based

on current projections, of \$1,747,990. Of this sum, approximately \$733,950 will be set aside by the Buyer, pursuant to HUD requirements, as a Project reserve for improvements and operations.

10. The Applicant does not propose as a result of this transfer that any changes be made in the plan for the Project, as authorized and approved by the Authority. In addition, the Managing General Partner of the Buyer is wholly owned by the Seller. Therefore, the transfer will not alter the Project boundaries or affect the objectives, standards, requirements and restrictions as to use, construction and design, as previously approved by the Authority, or the obligations and duties to be performed and carried out with respect to the Project.

11. The Project has been constructed and no changes are proposed in it (except for any capital improvements which HUD may require as a condition of transfer). The transfer will, therefore, have no effect upon the environment.

12. It is expected that the proposed transfer of the Project will be consummated within six (6) months after the final approval by the Authority of this Application.

13. It is intended that the Buyer succeed to all of the obligations and rights of the Seller under the Regulatory Agreement and the 6A Contract which arise after transfer of title to the project and be substituted for the Seller from that time forward in every way relating to the Project. The form of an Agreement with the City and the BRA evidencing such succession and substitution is submitted herewith as Exhibit D.

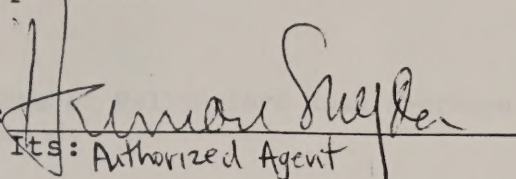
14. The most recent audited Financial Statement of the Seller, which is attached as Exhibit E hereto, indicates that the Project is in good financial operating condition. As shown by this Statement, the Seller, as of the end of last year, had assets of \$6,530,533, against liabilities of \$5,232,824, for a net fund balance of \$1,297,709. Unrestricted cash from operations increased in 1984 by \$50,714. In addition, NBL, one of the Managing General Partners of the Buyer, is wholly owned by the Seller, while the other General Partner of the Buyer, the Investment Partnership will own significant assets through its investments in the various partnerships in which it will acquire an interest. Thus, the Buyer has the requisite financial and managerial ability to operate the Project and to satisfy the obligations of G.L. c. 121A and St. 1960, Chapter 652.

15. The Applicant respectfully requests that the Authority conclude that the transactions for which the approval of the Authority is sought do not constitute "fundamental" changes to the Project and, accordingly, that the Authority consent to the above-described transfer of the Project with all of its rights, privileges, benefits and exemptions and subject to all of the duties of the Seller.

The Seller:

JEWISH COMMUNITY HOUSING FOR
THE ELDERLY II, INC., a
Massachusetts non-profit
corporation

By:

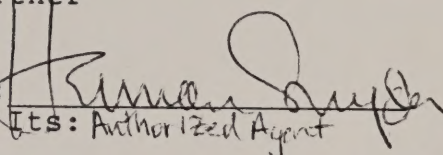

Its: Authorized Agent

The Buyer:

JCH II LIMITED PARTNERSHIP, a
Massachusetts limited
partnership to be formed

By: NBL House, Inc., General
Partner

By:


Its: Authorized Agent

20,180(104)

EXHIBIT A

Beginning at a point along the westerly sideline of Wallingford Road (between Melton Road and Leamington Road) at a stone bound;

thence S $20^{\circ}-25'-43''$ W along the westerly sideline of Wallingford Road a distance of 166.00 feet;

thence N $75^{\circ}-37'-14''$ W a distance of 183.80 feet;

thence S $23^{\circ}-57'-46''$ a distance of 142.97 feet;

thence S $12^{\circ}-15'-35''$ W a distance of 140.92 feet;

thence N $77^{\circ}-44'-25''$ W a distance of 237.98 feet;

thence N $25^{\circ}-52'-21''$ E a distance of 32.00 feet;

thence N $64^{\circ}-07'-39''$ W a distance of 76.00 feet;

thence N $25^{\circ}-52'-21''$ E a distance of 211.50 feet;

thence N $64^{\circ}-07'39''$ W a distance of 140 feet to the easterly sideline of Chestnut Hill Avenue;

thence N $25^{\circ}-52'-21''$ E along the easterly sideline of Chestnut Hill Avenue a distance of 30.00 feet;

thence S $64^{\circ}-07'39''$ E a distance of 190.34 feet;

thence N $25^{\circ}-52'-21''$ E a distance of 10.00 feet;

thence N $22^{\circ}-24'-58''$ E a distance of 266.15 feet;

thence N $15^{\circ}-35'-15''$ E a distance of 40.29 feet;

thence N $22^{\circ}-24'-58''$ E a distance of 108.54 feet;

thence S $67^{\circ}-51'-52''$ E a distance of 103.79 feet;

thence S $38^{\circ}-34'-55''$ E a distance of 153.44 feet;

thence S $35^{\circ}-40'-40''$ E a distance of 98.34 feet;

thence S $32^{\circ}-00'-32''$ E a distance of 100.00 feet to said stone bound on the westerly sideline of Wallingford Road and the point of beginning, containing an area of 209,179 square feet (4,802 acres) of land.

All as shown on a plan of land by Harry R. Feldman, Inc., Land Surveyors, recorded herewith.

The premises conveyed are the premises conveyed to the Grantor by deed from Jewish Community Housing for the Elderly, Inc., dated September 8, 1972 and recorded in the Suffolk County Registry of Deeds in Book , Page .

EXHIBIT B

Regulatory Agreement Pursuant to G. L. c. 121A, s. 18C
Between
The Jewish Community Housing For the Elderly, Inc.
and
The Boston Redevelopment Authority

THIS IS AN AGREEMENT made this 8th day of January , 1970, between the Boston Redevelopment Authority (the "Authority"), a body politic and corporate organized pursuant to Mass. G.L.c.121 and The Jewish Community Housing For the Elderly, Inc., a charitable corporation organized pursuant to Mass. G L. c. 180 ("JCH").

Recital of Facts

On April 25, 1968 JCH applied to the Authority for approval under G. L. c. 121A of a project to build housing for elderly persons on a nonprofit basis. After receipt of this Application from JCH, the Authority, in due course and pursuant to statute, held a hearing, made various necessary findings and determinations, and on October 31 , 1968 approved JCH's proposal to build a project to house elderly persons on a 376,150 square foot site bounded by Chestnut Hill Avenue and Wallingford Road in Brighton (the "project").

JCH desires to proceed with the construction of the project in accordance with the drawings and pursuant to the financing plan and management plan described by JCH in its application to the Authority. The Authority desires JCH to proceed with the project as so described, as approved in its Report and Decision of October 31, 1968, as amended by First Amendment thereto approved by the Authority on October 16, 1969.

NOW THEREFORE, in consideration of benefits conferred upon JCH with respect to exemption from taxation of real and personal property and from betterments and special assessments and from the payment of any tax, excise or assessment to or for the Commonwealth or any of its political subdivisions on account of the project and in consideration of permission granted by the

Authority for the project to deviate from certain provisions of zoning and building law of the City of Boston, JCH agrees as follows:

1. To adhere to the financing plan for the project described in section 7 of the Application and in Exhibit D appended to the Application, which provide that JCH shall finance the construction of the planned improvements through a mortgage loan from the Community Facilities Administration of the United States Department of Housing and Urban Development pursuant to the provisions of section 202 of the U. S. Housing Act of 1949, as amended. Section 202 enacts the so-called Senior Citizens Housing Program and provides for mortgages up to 100% of development costs at below market rates of interest.
2. JCH will comply with the provisions contained in G. L. c. 121A, s. 8 relative to the inspection of buildings.
3. JCH agrees notwithstanding any rights it may otherwise have to limited distribution of profits under Chapter 121A,
 - a) to operate the project on a nonprofit basis;
 - b) that no distribution shall be made to private persons; and
 - c) that JCH will not accumulate cash reserves from operating profits in excess of such as are reasonably required to establish reserve accounts for
 - (i) the replacement of personal property in the project, such as kitchen ranges and refrigerators,
 - (ii) for capital repairs as may from time to time be required,
 - (iii) for an improvement fund, and
 - iv) for a contingency fund.
4. JCH will pay, in accordance with the provisions of G. L. c. 121A, the excise taxes with respect to the project which the corporation organized under G. L. c. 121A would be bound to pay under formulae and provisions set forth in G. L. 121A, s. 10. and waives its exemption from local property taxes pursuant to the provisions of G. L. C 121A S 18C.

5. JCH agrees to secure the services of a general contractor to construct the project by publicly advertised open competitive bidding procedures, under which the contract is awarded to the lowest responsible bidder, such advertisement inviting proposals to appear in at least one newspaper of daily circulation in the City of Boston not less than four weeks prior to the time specified in such notice for the opening of bids.

6. Except as the United States Department of Housing and Urban Development may otherwise require, JCH will manage the project conformably with the following policies respecting tenant selection and rent:

Tenant Selection

- (i) Need, health, available family assistance, financial circumstances, and time application for an apartment has been pending.
- (ii) A minimum age limit of 62 (although a spouse, brother, sister, or offspring of the elder householder may be admitted).
- (iii) Income limitations as from time to time prescribed by the United States Department of Housing and Urban Development, which as of November 1967 stand at \$4,000 per year for a person living alone and \$4,800 per year for couples.
- (iv) No discrimination based on race, color, religion, sex or national origin.
- (v) Based on the standards set forth in (i) - (iv) above, inclusive, priority will be given to elderly persons residing in the City of Boston at the time of application who had a usual place of abode in the City of Boston for not less than one year.

Rent

Rents will be no higher than required to meet mortgage debt service, and the reasonable and ordinary expenses of operating the housing project. No profit shall inure to the benefit of JCH but it shall be permitted to accumulate a reasonable reserve for contingencies.

In amplification of the preceding paragraph, since the Project is to be operated on a non-profit basis, it follows that, and JCH so agrees, JCH will not receive or accept as net income from the Project any sum in excess of six percent (6%) of the amount invested (if there be any such amount) by JCH in the Project for each year in which JCH owns or has owned the Project.

7. Except as the United States Department of Housing and Urban Development may otherwise require, JCH shall grant to the Boston Housing Authority in each of the forty (40) calendar years after the approval of the Project the option to rent for the occupancy of elderly persons designated by said Authority at the same annual rental at which dwelling units in the project are otherwise available up to ten percent (10%) of the dwelling units in the Project. If, at the time the Boston Housing Authority notifies JCH that it desires to rent such units, the number of units requested (up to 10%) are not vacant, then JCH shall make units available to said Authority as they become vacant until the quota of units requested by said Authority has been filled. The aforesaid option shall expire with respect to each phase of the Project if not exercised by notice in writing prior to the expiration of five (5) years after such phase of the Project has first been occupied.

8. JCH will comply with the Rules and Regulations of the Authority in regard to the financing, construction, management and maintenance of the Project, described in the Application of JCH approved by the Authority in its Report and Decision, as amended, and will comply with all other terms and provisions of said Application and Report and Decision, as amended. Said Application and Report and Decision as amended on file with the Secretary of the Authority, is incorporated herein and made a part hereof.

9. JCH shall keep the improvements constructed in the Project in good and safe condition and repair, and, in the occupancy, maintenance and operation of the Project, and improvements comply with all laws, ordinances, codes and regulations applicable thereto. JCH shall not reconstruct, demolish or subtract from the improvements constructed in the Project by JCH pursuant to building plans approved by the Authority, or make any additions thereto or extensions thereof, without the prior written approval of the Authority, which approval shall not be unreasonably withheld. In the event that JCH shall fail to comply with the foregoing requirements, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing that JCH modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the Authority. JCH shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

10. JCH shall not discriminate in the employment of persons during the construction of the improvements and shall take affirmative action with respect thereto in accordance with the Authority's Affirmative Action Program.

11. It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Regulatory Agreement, then the other party hereto may institute actions and proceedings to compel specific performance and payments of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Regulatory Agreement shall be exclusive unless specifically so described. In no event shall the exercise by the Authority, of any, one or more of such rights and remedies preclude the exercise, at the same or different times, of any other rights and remedies.

JCH shall pay all reasonable costs and expenses, and the amounts of all judgments and decrees, which may be incurred by the Authority in proceedings brought to enforce compliance with the provisions of this Regulatory Agreement, to the extent the Authority prevails.

This agreement, pursuant to the provisions of G. L. c. 121A, s. 18C shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Boston Redevelopment Authority and The Jewish Community Housing For the Elderly, Inc., each acting by its officers or representatives, respectively, hereunto duly authorized have signed and sealed this Agreement in five counterparts on the date first above written.

Witnessed:

[Signature]

THE JEWISH COMMUNITY HOUSING FOR
THE ELDERLY, INC.

By [Signature]
President

Witnessed:

[Signature]

BOSTON REDEVELOPMENT AUTHORITY

By [Signature]
Director

Approved as to form:

[Signature]
John C. Conley
General Counsel

COMMONWEALTH OF MASSACHUSETTS

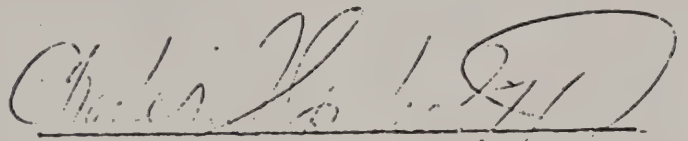
Suffolk, ss.

January 8, 1970

Then personally appeared before me the above-named

JOHN D. WARNER

who executed the foregoing Agreement on behalf of Boston
Redevelopment Authority and acknowledged the same to be the free
act and deed of said Authority.


Notary Public
My commission expires
9/17/76

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

January 8, 1970

Then personally appeared before me the above-named

BENJAMIN ULIN

who executed the foregoing Agreement on behalf of The Jewish
Community Housing For The Elderly, Inc., and acknowledged the
same to be the free act and deed of said Corporation.


Notary Public
My commission expires: 2/27/71

EXHIBIT C

AGREEMENT BETWEEN THE CITY OF BOSTON
AND THE JEWISH COMMUNITY HOUSING
FOR THE ELDERLY, INC.,
UNDER GENERAL LAWS CHAPTER 121A, SECTION 6A

THIS CONTRACT made this 16th day of January, 1970, by and between The Jewish Community Housing for the Elderly, Inc., a corporation organized under Chapter 180 of the General Laws of the Commonwealth of Massachusetts, hereinafter called "JCH", and the City of Boston, a municipal corporation of said Commonwealth, hereinafter called "the City", acting herein by virtue of the provisions of General Laws Chapter 121A, Section 6A and every other power and authority it hereto enabling.

WHEREAS, an application dated April 25, 1968, hereinafter called "the Application", was filed by JCH with the Boston Redevelopment Authority, hereinafter called "the Authority", under the provisions of General Laws Chapter 121A, for approval of a project, hereinafter called "the Project", with which Application a copy of this contract was filed as an addendum; and

WHEREAS, the Authority approved the Project by vote adopted October 31, 1968; and

WHEREAS, the City's Mayor, acting pursuant to Section 13 of Chapter 652 of the Acts of 1960, as amended, on November 21, 1969, approved the aforementioned vote of the Authority; and

WHEREAS, by vote adopted October 16, 1969, the Authority approved the first amendment to said Project application; and

WHEREAS, on November 20, 1969, the City's Mayor approved the aforementioned vote of the Authority;

NOW, WHEREFORE,

1. JCH hereby agrees with the City as follows:

A. To carry out the Project by constructing, operating and maintaining the same in accordance with the Application and the provisions of General Laws Chapter 121A as now existing and the rules and regulations setting minimum standards for the financing, construction, maintenance and management of the Project set forth or referred to in the Authority's approval of the Project, a copy of which rules and regulations is attached to this contract.

B. To pay to the City in each of the forty calendar years next following the year 1969 such amount over the excise payable under General Laws Chapter 121A, Section 10 so that the aggregate payment to the City shall not be less than \$25,000 for 243 dwelling units in the Project and \$37,000 for 360 dwelling units in the Project or 15% of the gross rents, whichever is the greater figure. For purposes of this paragraph, "gross rents" shall mean all rents charged with respect to the apartment units (inclusive of the manager's apartment, if any) in the Project, inclusive of charges incorporated in rent for cooking, gas, heat, electric power, usual and ordinary landlord's services, parking facilities and laundry facilities.

C. To perform all of the obligations of JCH under a certain regulatory agreement made under the date of January 2, 1970 between JCH and the Authority pursuant to General Laws Chapter 121A, Section 18c, which agreement is attached hereto and incorporated by reference herein.

2. JCH and the City agree that, without mutual consent, any amendment subsequent to the delivery of this Contract of any of the provisions of said Chapter 121A or of Chapter 652 of the Acts of 1960, as amended, or the Rules, Regulations and Standards now applicable to the Project shall not affect the Project.

3. The provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED as a sealed instrument the day and year first above mentioned.

THE JEWISH COMMUNITY HOUSING FOR
THE ELDERLY, INC.

Approved as to form:

Robert A. Blum
Corporation Counsel

By Benjamin Ulin
Benjamin Ulin, President

(Affix corporate seal)

CITY OF BOSTON

By Kevin H. White
Kevin H. White, Mayor

MEETING OF BOARD OF DIRECTORS

January 16, 1970

At a meeting of the Board of Directors of The Jewish Community Housing for the Elderly, Inc., duly called and held at 72 Franklin Street, Boston, Massachusetts on the 12th day of January, 1970, at which a quorum was present and acting, it was

VOTED, That Benjamin Ulin, the President of this Corporation be and he hereby is authorized and empowered to make, enter into, sign, seal and deliver, in behalf of this Corporation an agreement with the City of Boston under the provisions of General Laws Chapter 121A.

I, HAROLD WIDET, Clerk of this Corporation do hereby certify that the above is a true and correct copy of the Record, that said Vote has not been amended or repealed and is in full force and effect as of this date, and that Benjamin Ulin is the duly elected President of this Corporation.


Clerk

(Affix corporate seal)

EXHIBIT D

JEWISH COMMUNITY HOUSING FOR THE
ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP
YEAR ENDED DECEMBER 31, 1984



Laventhol & Horwath
Certified Public Accountants

JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP

YEAR ENDED DECEMBER 31, 1984

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JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP

YEAR ENDED DECEMBER 31, 1984

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Laventhol & Horwath
Certified Public Accountants

Two Center Plaza
Boston, MA 02108
(617) 742-6100
Telex: 940899

Board of Directors
Jewish Community Housing for the Elderly II, Inc.
(Leventhal House)
(a Nonprofit Organization)
Boston, Massachusetts

We have examined the statement of assets, liabilities and fund balance of Jewish Community Housing for the Elderly II, Inc. (Leventhal House) (a Nonprofit Organization), Project No. 023-44811-NP, as at December 31, 1984, and the related statements of income and expense (HUD Form No. 92410), fund balance and changes in assets, liabilities and fund balance for the year then ended. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

As described in Note 1, under the basis of accounting adopted by the Corporation, depreciation is not provided for on building and equipment. These assets are maintained on the books at cost. In other respects, the accounts of the Corporation are maintained on the accrual method of accounting.

In our opinion, the financial statements referred to above present fairly the assets, liabilities and fund balance of Jewish Community Housing for the Elderly II, Inc. (Leventhal House) (a Nonprofit Organization), Project No. 023-44811-NP, as at December 31, 1984, and the income and expense and changes in assets, liabilities and fund balance for the year then ended, on the basis of accounting described in Note 1 to the financial statements, which basis has been applied in a manner consistent with that of the preceding year.

Laventhol & Horwath

January 25, 1985

JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP

STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCE

DECEMBER 31, 1984

ASSETS

Property and equipment, at cost (Note 2):		
Land		\$ 25,030
Building and equipment		<u>5,960,467</u>
		5,985,497
Cash		58,843
Accounts receivable, tenants		1,127
Accrued interest receivable		3,984
Tenant security deposits, funded		32,395
Restricted deposits and funded reserves:		
Mortgagee escrow deposits	\$115,763	
Reserve for replacements, including		
U.S. government obligations of \$85,000	<u>312,978</u>	428,741
Prepaid insurance		<u>19,946</u>
		<u>\$6,530,533</u>

LIABILITIES AND FUND BALANCE

Liabilities:		
Mortgage note payable (Note 2)		\$4,935,932
Note payable, sponsor, including accrued		
interest of \$13,812 (Note 3)		39,812
Accounts payable and accrued expenses, operations		91,668
Accounts payable, affiliate		5,020
Accrued real estate taxes		139,838
Tenant security deposits payable		<u>20,554</u>
Total liabilities		5,232,824
Fund balance		<u>1,297,709</u>
		<u>\$6,530,533</u>

See notes to financial statements.

HUD USE ONLY		STATEMENT OF INCOME AND EXPENSE			
92558	92547	JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC. (LEVENTHAL HOUSE) (a Nonprofit Organization) PROJECT NO. 023-44811-NP		For The Year Ended December 31, 1984	
5000-INCOME ACCOUNTS					
		5100- RENT INCOME:			
1		5110-Houses	\$		
1		5120-Apartments		505,252	
		5121-Rent Supplement Payments		422,783	
3		5130-Furn. & Equip., Owned by Proj. for Rent/Lease			
3		5140-Stores and Commercial			
3		5150-Offices			
3		5160-Basement			
2		5170-Garage or Parking Spaces		2,260	
		5190-Miscellaneous			
		TOTAL RENT INCOME-POTENTIAL @ 100% OCCUP.		930,295	
		5200- VACANCIES:			
1		5210-Houses	\$		
1		5220-Apartments			
3		5230-Furn. & Equip., Owned by Proj. for Rent/Lease			
3		5240-Stores and Commercial			
3		5250-Offices			
3		5260-Basement			
2		5270-Garage or Parking Spaces			
		5290-Miscellaneous			
		TOTAL VACANCIES			
		NET RENTAL INCOME (Rent Income LESS Vacancies)			\$ 930,295
3		5300-SERVICE INCOME: Laundry	\$	1,960	
		TOTAL SERVICE INCOME:			1,960
		5400-FINANCIAL INCOME:			
3		5410-Interest Income	\$	15,113	
3		5420-Income From Investments			
3		5430-Income From Sinking Fund			
3		5490-Miscellaneous			
		TOTAL FINANCIAL INCOME			15,113
		5900-OTHER INCOME: Government Subsidy	\$	259,295	
		TOTAL OTHER INCOME			259,295
		TOTAL INCOME			\$ 1,206,663
6000-PROJECT EXPENSE ACCOUNTS					
		6200-RENTING EXPENSES:			
7	1	6210-Advertising	\$		
8	2	6220-Commissions			
14		6230-Concessions to Tenants			
14		6240-Alterations			
		6290-Miscellaneous			
		TOTAL RENTING EXPENSES			\$
		6300-ADMINISTRATIVE EXPENSES:			
11	5	6310-Office Salaries	\$	43,073	
9	7	6311-Office Expense		6,494	
9	7	6312-Office Rent			
9	3	6320-Management Fee (Note 4)		68,709	
10	4	6330-Manager or Superintendent Salaries			
13	8	6340-Legal Expenses (Project)		2,872	
13	8	6350-Auditing Expenses (Project)		5,500	
12	6	6360-Telephone & Telegraph		4,077	
14		6370-Bad Debts			
15		6390-Miscellaneous		5,430	
		TOTAL ADMINISTRATIVE EXPENSES			136,155
		6400-OPERATING EXPENSES:			
24	17	6410-Elevator Payroll	\$		
20	9	6411-Elevator Power			
18	11	6420-Fuel			
24	17	6421-Engineer Payroll		40,227	
24	17	6430-Janitor Payroll and Repairs Payroll	6,832		
19	12	6431-Janitor Supplies	3,543	10,375	
24	17	6440-Bus Operator Payroll			
19	12	6441-Energy Conservation	2,043	2,043	
20	13	6450-Electricity		231,236	
21	14	6451-Water and Sewer		35,812	
22	15	6452-Gas			
25	20	6460-Exterminating Payroll			
25	20	6461-Exterminating Supplies			
25	20	6462-Exterminating Contract	3,891	3,891	
25	16	6470-Garbage and Trash Removal		4,015	
23		6490-Miscellaneous, Snow Removal		1,082	
		TOTAL OPERATING EXPENSES			328,681
		TOTAL EXPENSES TO PAGE 4			\$ 464,836

Replaces FHA Form No. 2410, which is obsolete.

See notes to financial statements.

JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC. (LEVENTHAL HOUSE)
(a Nonprofit Organization)
PROJECT NO. 023-44811-NP

HUD USE ONLY		6000-STATEMENT OF INCOME AND EXPENSE (Continued)			
92558	92547	TOTAL EXPENSES FROM PAGE 3	Year ended December 31, 1984		
					\$ 464,836
		6500-MAINTENANCE EXPENSES:			
24	17	6510-Protection Payroll	\$ 7,368		
24	17	6511-Protection Fee, Cost or Contracts		\$ 7,368	
24	17	6520-Grounds Payroll	5,685		
31	22	6521-Grounds Supplies and Replacements			
31	22	6522-Grounds Contract	501	6,186	
24	17	6530-Cleaning Contract		22,069	
30	19	6540-Flexible Subsidy Supervisory Payroll			
30	19	6541-Repairs Material	15,118		
30	19	6542-Repairs Contract	16,123	31,241	
		6543-Repairs, Extraordinary & Nonrecurring			
33	10	6550-Elevator Maintenance Contract		6,880	
34	11	6551-Maintenance Contract		4,919	
29	18	6552-Fire Alarm		2,046	
29	18	6561-Decorating Supplies	4,378		
29	18	6562-Decorating Contract	14,739	19,117	
34	19	6570-Motor Vehicle Repairs			
34	19	6580-Maintenance Equipment Repairs			
34		6590-Miscellaneous		2,051	
		TOTAL MAINTENANCE EXPENSES			101,877
		6600-DEPRECIATION:			
		6620-Buildings		\$	
		6630-Building Equipment, Fixed			
		6631-Alterations			
		6640-Building Equipment, Portable			
		6650-Furniture For Project Administrative Use			
		6651-Furn. & Equip., Project Owned for Rental or Lease			
		6660-Furnishings			
		6670-Maintenance Equipment			
		6680-Motor Vehicles			
		6690-Miscellaneous			
		TOTAL DEPRECIATION			
		6700-TAXES AND INSURANCE:			
36	28	6710-Taxes (List) Real Estate	\$ 139,838		
37	29	Payroll	10,885		
				150,723	
38	21	6720-Insurance: Property and General		7,059	
		Employee Benefits (Note 5)		19,871	
		TOTAL TAXES AND INSURANCE			177,653
		6800-FINANCIAL EXPENSES:			
47		6810-Interest on Bonds Payable		\$	
		6820-Interest on Mortgage Payable		347,368	
		6830-Interest on Notes Payable (Long-Term) (Note 3)		1,300	
48		6840-Interest on Notes Payable (Short-Term)			
		6850-Insurance on Mortgage		24,810	
		6890-Miscellaneous			
		TOTAL FINANCIAL EXPENSES			373,478
		6900-SERVICE EXPENSES (List):			
				\$	
		TOTAL SERVICE EXPENSES			
		TOTAL COST OF OPERATIONS			\$ 1,117,844
		OPERATING PROFIT OR (LOSS)			88,819
		7100-CORPORATE OR MORTGAGOR ENTITY EXPENSES:			
		7110-Officer Salaries		\$	
		7120-Legal Expenses (Entity)			
		7130-Federal Income Tax	\$		
		7131-State Income Tax			
		7132-Other Taxes (Entity)		\$	
		7133-Leased Furniture Expenses (Entity)			
		7190-Other Expenses (Entity)			
		EXCESS OF INCOME OVER EXPENSES			\$ 88,819

JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP

STATEMENT OF FUND BALANCE

YEAR ENDED DECEMBER 31, 1984

Balance, beginning	\$1,208,890
Add excess of income over expenses for the year	<u>88,819</u>
Balance, ending	<u><u>\$1,297,709</u></u>

See notes to financial statements.

JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP

STATEMENT OF CHANGES IN ASSETS, LIABILITIES AND FUND BALANCE

YEAR ENDED DECEMBER 31, 1984

Source of funds:

Operations, excess of income over expenses	\$ 88,819
Decrease in flexible subsidy assistance deposits	117,602
Increase in:	
Note payable sponsor, including accrued interest	1,300
Tenant security deposits payable	2,453
Accounts payable and accrued expenses, operations	11,907
	<u>222,081</u>

Application of funds:

Amortization of mortgage note payable	48,581
Decrease in:	
Accounts payable, flexible subsidy construction	46,474
Accounts payable, affiliate	716
Accrued real estate taxes	56
Increase in:	
Prepaid insurance	1,408
Accounts receivable, tenants	494
Tenant security deposits, funded	285
Mortgagee escrow deposits	5,193
Reserve for replacements, net	68,160
	<u>171,367</u>

Increase in unrestricted cash	50,714
Unrestricted cash at beginning of year	<u>8,129</u>
Unrestricted cash at end of year	<u>\$ 58,843</u>

See notes to financial statements.

JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED DECEMBER 31, 1984

1. Summary of business operations and significant accounting policies:

Business operations:

The Corporation owns and operates a government-sponsored, multi-family apartment complex for the elderly located in Brighton, Massachusetts.

Basis of accounting:

Under the basis of accounting adopted by the Corporation, depreciation is not provided for on building and equipment. These assets are maintained on the books at their original cost. Maintenance and repairs are charged to operations when incurred. Renewals and betterments of a nature considered to materially extend the useful lives of the assets are capitalized.

In other respects, the accounts of the Corporation are maintained on the accrual method of accounting.

Leases:

Rental income, principally from short-term leases on apartment units, is recognized as income under the operating method as the rentals become due.

Pension plan:

It is the policy of the Corporation to fund pension costs as accrued (see Note 5).

Income taxes:

The Corporation is exempt from federal taxes on income as a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code.

Sponsor:

The nonprofit organization is sponsored by the Combined Jewish Philanthropies of Greater Boston, Inc.

JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED DECEMBER 31, 1984

2. Mortgage note payable:

The 7% mortgage note is due to the Federal National Mortgage Association and is payable in monthly installments of principal and interest of \$32,976 to August 1, 2014. Property and equipment are pledged as collateral for this mortgage note.

Principal payments due on the mortgage note during the next five years are as follows:

1985	\$51,834
1986	55,582
1987	59,595
1988	63,908
1989	68,528

3. Note payable, sponsor:

This is a \$26,000 note payable to the Corporation's sponsor, the Combined Jewish Philanthropies of Greater Boston, Inc. Principal and interest payments at 5% are due and payable on the maturity date of the mortgage note (see Note 2), or on demand if the mortgage note is prepaid in full. Prepayments of principal and interest may be made only from the residual receipts fund, as defined in the Regulatory Agreement applicable to the project, and only after obtaining approval from the Federal Housing Commissioner.

4. Transactions with affiliates:

Administrative expenses include management fees of \$68,709 charged by an affiliated organization, JCH Management Corporation.

During the course of operations, the Corporation reimburses affiliates and is reimbursed for its share of common expenses, which have not been significant.

JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED DECEMBER 31, 1984

5. Pension plan:

The Company has a noncontributory defined benefit pension plan covering all full-time employees. Pension costs charged to operations for 1984 amounted to \$3,628. Accumulated plan benefits and plan net assets, as determined by actuarial valuation as of December 31, 1984 are as follows:

Actuarial present value of accumulated plan benefits:	
Vested	\$2,260
Nonvested	<u>3,219</u>
	<u>\$5,479</u>
Net assets available for benefits	<u>\$9,090</u>

The assumed rate of return used in determining the actuarial present value of accumulated plan benefits is 6%.



Laventhol & Horwath

Certified Public Accountants

Two Center Plaza
Boston, MA 02108
(617) 742-6100
Telex: 940899

Board of Directors
Jewish Community Housing for the Elderly II, Inc.
(Leventhal House)
(a Nonprofit Organization)
Boston, Massachusetts

Our examination for the year ended December 31, 1984 was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying information contained on pages 11 through 15, which is presented in accordance with the regulations of the U.S. Department of Housing and Urban Development, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the examination of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Laventhol & Horwath

January 25, 1985

JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP

SUPPORTING DATA REQUIRED BY HUD

DECEMBER 31, 1984

Tenant accounts receivable:

1 to 30 days	\$ 1,127
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Accounts receivable (other than from regular tenants):

First National Bank of Boston (interest receivable)	\$ 3,984
---	----------

Mortgagee escrow deposits:

Estimated amount required for future payment of:

City and state taxes	\$ 95,661
Property insurance	11,795
Mortgage insurance	8,307
	<u>\$115,763</u>

Accounts payable (other than trade creditors):

<u>Name</u>	<u>Amount</u>
JCH Management Corporation	\$ 5,020

Identity of interest firms:

Management fees are charged by JCH Management Corporation, an affiliate.

Compensation of officers:

There was no compensation paid to officers during the year ended December 31, 1984.

Tenant security deposits:

Tenant security deposits are held in a separate bank account in the name of the project.

JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP

SUPPORTING DATA REQUIRED BY HUD

YEAR ENDED DECEMBER 31, 1984

;

Restricted funds (reserve for replacements):

Balance, January 1, 1984			\$244,818
Additions:			
Monthly deposits (\$5,680 x 12)	\$68,160		
Interest earned	<u>7,969</u>	<u>76,129</u>	
		320,947	
Withdrawals:			
Interest payments		<u>7,969</u>	
Balance, December 31, 1984			<u><u>\$312,978</u></u>

Accrued real estate taxes:

<u>Description of tax</u>	<u>Basis for accrual</u>	<u>Period covered</u>	<u>Due date</u>	<u>Amount accrued</u>
Real estate taxes	121A Agreement	1984	March 15, 1985	<u><u>\$139,838</u></u>

THE JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP

SUPPORTING DATA REQUIRED BY HUD (CONTINUED)

YEAR ENDED DECEMBER 31, 1984

Changes in fixed assets:

	Assets			Accumulated depreciation (Note 1)			Net book value December 31, 1984
	Balance January 1, 1984	Additions	Deduc- tions	Balance December 31, 1984	Current provi- sions	Balance December 31, 1984	
Land	\$ 25,030						\$ 25,030
Building and equip- ment	5,960,467						5,960,467
Totals	<u>\$5,985,497</u>			<u>\$5,985,497</u>			<u>\$5,985,497</u>

See notes to financial statements.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HOUSING - FEDERAL HOUSING COMMISSIONER
OFFICE OF MULTIFAMILY HOUSING MANAGEMENT AND OCCUPANCY

COMPUTATION OF SURPLUS CASH, DISTRIBUTIONS AND
RESIDUAL RECEIPTS

PROJECT NAME JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC (LEVENTHAL HOUSE) (a Nonprofit Organization)	FISCAL PERIOD ENDED: <u>12 /31 /84</u>	PROJECT NUMBER 023-44811-NP
--	---	--------------------------------

PART A - COMPUTE SURPLUS CASH

C A S H	1. Cash (Accounts 1110, 1120, 1191, 1192)	\$ 91,238	////
	2. Tenant subsidy vouchers due for period covered by financial statement	\$	////
	3. Other (describe)	\$	////
	(a) Total Cash (Add Lines 1, 2, and 3)	\$ 91,238	
C U R R E N T O B L I G A T I O N S	4. Accrued mortgage interest payable	\$ 8,435	////
	5. Delinquent mortgage principal payments	\$	////
	6. Delinquent deposits to reserve for replacements	\$	////
	7. Accounts payable (due within 30 days)	\$ 80,303	////
	8. Loans and notes payable— (due within 30 days)	\$	////
	9. Deficient Tax Insurance or MIP Escrow Deposits	\$	////
	10. Accrued expenses (not escrowed)	\$ 44,178	////
	11. Prepaid Rents (Account 2210)	\$	////
	12. Tenant security deposits liability (Account 2191)	\$ 20,554	////
	13. Other (Describe) Accounts payable affiliates	\$ 5,020	////
	(b) Less Total Current Obligations (Add Lines 4 through 13)	\$ 158,490	
	(c) Surplus Cash (Deficiency) (Line (a) minus Line (b))	(\$ 67,252)	

PART B - COMPUTE DISTRIBUTIONS TO OWNERS AND REQUIRED DEPOSIT TO RESIDUAL RECEIPTS

1. Surplus Cash			\$
L I D M I P I V R T I O E D J D E E N C D T S	2a. Annual Distribution Earned During Fiscal Period Covered by the Statement	\$	////
	2b. Distribution Accrued and Unpaid as of the End of the Prior Fiscal Period	\$	////
	2c. Distributions Paid During Fiscal Period Covered by Statement	\$	////
	3. Amount to be Carried on Balance Sheet as Distribution Earned but Unpaid (Line 2a plus 2b minus 2c)	\$	////
4. Amount Available for Distribution During Next Fiscal Period			\$
5. Deposit Due Residual Receipts (Must be deposited with Mortgagee within 60 days after Fiscal Period ends)			\$
PREPARED BY		REVIEWED BY	
LOAN TECHNICIAN		LOAN SERVICER	
DATE		DATE	

JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP

STATEMENT OF RECEIPTS AND DISBURSEMENTS

YEAR ENDED DECEMBER 31, 1984

Source of funds:

Operations:

Revenues:

Rental of apartments	\$928,768	
Interest income	15,113	
Government subsidy	259,295	
Miscellaneous	<u>4,220</u>	\$1,207,396

Expenses:

Administrative	22,832	
Management fees or charges	68,709	
Operating expenses, utilities	266,059	
Payrolls	102,832	
Maintenance expenses	95,792	
Taxes, real estate	139,894	
Taxes, other than income	10,885	
Insurance, fire, liability	8,368	
Employee benefits	20,940	
Interest on mortgage note payable	347,085	
Mortgage insurance premium	<u>24,648</u>	<u>1,108,044</u>

Cash provided by operations before amortization	99,352
Amortization of mortgage note payable	<u>48,581</u>
Cash provided by operations after debt service	50,771

Other:

Flexible subsidy assistance	117,602	
Tenant security deposits, payable	<u>2,453</u>	<u>120,055</u>
		<u>170,826</u>

Application of funds:

Additions to building	46,474
Reserve for replacements deposits, net	68,160
Tenant security deposits, funded	285
Increase in mortgagee escrow deposits	<u>5,193</u>
	<u>120,112</u>

Increase in unrestricted cash	50,714
Unrestricted cash at beginning of year	<u>8,129</u>
Unrestricted cash at end of year	<u>\$ 58,843</u>

Board of Directors
Jewish Community Housing for the Elderly II, Inc.
(Leventhal House)
(a Nonprofit Organization)
Boston, Massachusetts

We have examined the financial statements of the Jewish Community Housing for the Elderly II, Inc. (Leventhal House) (a Nonprofit Organization) for the year ended December 31, 1984, and have issued our report thereon dated January 25, 1985. As a part of our examination we made a study and evaluation of the Corporation's system of internal accounting control to the extent we considered necessary to evaluate the system as required by generally accepted auditing standards. The purpose of our study and evaluation was to determine the nature, timing, and extent of the auditing procedures necessary for expressing an opinion on the Corporation's financial statements. Our study and evaluation of the system of internal accounting control was more limited than would be necessary to express an opinion on the system of internal accounting control taken as a whole. Our study and evaluation also took into consideration the audit requirements in Paragraph 7 and the administrative control procedures set forth in the Audit Compliance and Internal Control Questionnaire provided in Appendix 2 of the HUD Audit Guide for Mortgagors having HUD Insured or Secretary Held Multi-family Mortgages. Our study included a review and/or test of transactions for the purpose of determining the project's compliance with such procedures.

The management of the Jewish Community Housing for the Elderly II, Inc. (Leventhal House) (a Nonprofit Organization) is responsible for establishing and maintaining a system of internal accounting control. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of control procedures. The objectives of a system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of financial statements. We understand that the objective of those administrative control procedures comprehended in HUD's criteria is to provide similar assurances as to compliance with its related requirements.

Because of inherent limitations in any system of internal accounting control, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the system to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the degree of compliance with the procedures may deteriorate.

Our study and evaluation of the system of internal accounting control made for the limited purpose described in the first paragraph would not necessarily disclose all material weaknesses in the system. Accordingly, we do not express an opinion on the system of internal accounting control of the Jewish Community Housing for the Elderly II, Inc. (Leventhal House) (a Nonprofit Organization) taken as a whole. However, our study and evaluation disclosed no condition that we believed to be a material weakness.

We understand that the administrative control procedures implemented by HUD in conformity with the criteria referred to in the first paragraph of this report are considered by HUD to be adequate for its purposes in accordance with the National Housing Act and related regulations, and that procedures not in conformity therewith indicate some inadequacy for such purposes. Based on this understanding and our study, we believe the Jewish Community Housing for the Elderly II, Inc.'s procedures were adequate for the agency's purposes, assuming satisfactory compliance. Accordingly, there are no findings on which to report.

This report is intended for use in connection with the project to which it refers and should not be used for any other purpose.

Leventhal & Horwath

January 25, 1985

JEWISH COMMUNITY HOUSING FOR THE ELDERLY II, INC.
(LEVENTHAL HOUSE)
(a Nonprofit Organization)

PROJECT NO. 023-44811-NP

YEAR ENDED DECEMBER 31, 1984

MORTGAGOR'S CERTIFICATION

We hereby certify that we have examined the accompanying financial statements and supplemental data of Jewish Community Housing for the Elderly II, Inc. (Leventhal House) (a Nonprofit Organization) and, to the best of our knowledge and belief, the same are complete and accurate.

President

Date

Treasurer

Date

E.I. #04-2505972

*JEWISH COMMUNITY HOUSING
FOR THE ELDERLY III*

Document #4690A

FIRST AMENDMENT TO THE REPORT AND DECISION ON THE
APPLICATION OF JEWISH COMMUNITY HOUSING FOR
THE ELDERLY III, INC. FOR APPROVAL OF A PROJECT
UNDER MASSACHUSETTS GENERAL LAWS CHAPTER 121A
AND CHAPTER 652 OF THE ACTS OF 1960

In 1972, the Authority approved a favorable report and Decision on the Application by Jewish Community Housing for the Elderly III, Inc., a Massachusetts non-profit corporation ("JCHE III"), for approval under Chapter 121A of the General Laws of a project to be known as Genesis House. Genesis House is situated on Wallingford Road and Chestnut Hill Avenue in Brighton in the City of Boston and consists of 211 rental apartments for the elderly.

A. Requested Action.

The owner wishes to amend the Report and Decision to reflect a proposed transfer of ownership to JCH III Limited Partnership, a Massachusetts limited partnership. The proposed transfer is one step in the syndication of a number of low-income and elderly rental housing projects. The purpose of the syndication is to provide funds for the maintenance, repair and improvement of the projects and for seed money for development of additional low-income and elderly housing. In order to accomplish the syndication, ownership of the projects must be transferred from their current non-profit owners to for profit entities.

JCHE III has established a wholly owned subsidiary, Genesis Elderly Housing, Inc., a Massachusetts for profit corporation. This subsidiary will act as Managing General Partner of JCH III

Limited Partnership. Outside investors will be admitted to Boston Housing Associates Limited Partnership, a Massachusetts limited partnership, and this limited partnership will acquire an interest in JCH III Limited Partnership.

B. Authority Action.

In passing upon the Application, the Authority has considered the Application itself, all documents referred to therein and additional information submitted at the Authority's request.

The transfer of ownership requested in the Application is not a fundamental change and is approved, since the project will remain under the control of the current owner, the project will continue as elderly housing and the transfer will not result in temporary or permanent displacement of tenants or rent increases.

C. Continued Control and Management.

The project will continue to be controlled by the current owner, in as much as its wholly owned subsidiary will be the Managing General Partner of JCH III Limited Partnership, the proposed transferee. Management of the project will remain the same and there will be no disruption or diminishment of management services. The project will continue as elderly housing for at least the full period for which it is currently so committed.

D. Effects on Tenants.

The transfer will not have negative effects on the project's tenants. The transfer will not entail any evictions or other tenant displacement, nor will it result in rent increases or

tenants. The repairs and improvements contemplated will not disrupt the tenants' daily lives.

E. Decision.

For the reasons set forth in this Report, the Authority hereby approves the Application of Jewish Community Housing for the Elderly III, Inc. for the transfer of ownership of Genesis House and approves this "First Amendment to the Report and Decision on the Application of Jewish Community Housing for the Elderly III, Inc. for Approval of a Project Under Massachusetts General Laws Chapter 121A and Chapter 652 of the Acts of 1960".

Boston Redevelopment Authority

Report and Decision on Application for Consent to Transfer the Morville House Project Pursuant to General Laws Chapter 121A, Section 11, to Acquire the Morville House Project Pursuant to General Laws Chapter 121A, Sections 18B and 18C, and to Form Norway Street Limited Partnership to Acquire and Carry Out the Morville House Project Under General Laws Chapter 121A.

On September 30, 1971, the Authority voted to adopt a Report and Decision on the Application of the Reverend Gilbert S. Avery, et als, for Approval of a Redevelopment Project and Consent to the Formation of Morville House Pursuant to Chapter 121A of the Massachusetts General Laws. The proposal called for the construction of 147 units of elderly rental housing on Norway Street in the Fenway area of Boston (the "Project").

On December 4, 1985, Morville House and The Episcopal City Mission submitted an application requesting the Authority's approval of the following:

1. The consent of the Authority to the transfer of the Project from Morville House to The Episcopal City Mission, a Massachusetts profit corporation. If the Authority approves the requested transfer, Morville House will make a charitable contribution of the Project to The Episcopal City Mission.
2. The consent of the Authority to the subsequent sale of the Project by The Episcopal City Mission to Norway Street Limited Partnership, a Massachusetts limited partnership to be formed if the Authority approves the requested transfer. The managing general partner of Norway Street Limited Partnership will be Norway Street, Inc., a wholly-owned business corporation subsidiary of The Episcopal City Mission to be formed if the Authority approves the requested transfers. In addition, Boston Housing Associates Limited Partnership, a Massachusetts limited partnership, shall either be an additional general partner or the principal limited partner of Norway Street Limited Partnership. The general partners of Boston Housing Associates Limited Partnership are GBCD Development Services, Inc., a Massachusetts corporation, and CCL-Boston Partners, a New York general partnership.
3. The sale of the Project by The Episcopal City Mission to Norway Street Limited Partnership shall modify the financial information contained in the original 1971 application for the Project. The purchase price for the transfer of the Project to be paid by Norway Street Limited Partnership to The Episcopal City Mission is approximately \$4,636,531,

payable as follows: approximately \$2,738,565 shall be paid by Norway Street Limited Partnership's assumption of the existing first mortgage on the Project held by State Street Bank and Trust Company; the balance of approximately \$1,897,966 shall be paid by Norway Street Limited Partnership delivering its promissory note to The Episcopal City Mission, which promissory note shall be secured by a second mortgage on the Project. Principal and any accrued but unpaid interest on the promissory note shall be due in fifteen years.

4. The sale of the Project shall enable capital to be raised to finance improvements to the Project and to provide funds to The Episcopal City Mission to further its financing of low and moderate income housing projects in the Boston area. As a condition to its approval of the proposed transfer of the Project, the mortgage insurer, the U.S. Department of Housing and Urban Development ("HUD"), will require the new owner of the Project to undertake and pay for certain improvements to the Project. These items, which are designed to implement energy saving measures, shall have no adverse effect upon the environment nor shall they require the relocation of any tenants of the Project.

5. The proposed transfers and the improvements to the Project to be undertaken by the new owners shall have no adverse impact upon the tenants, upon tenant rents, or upon the Project. The Project will continue to be regulated by HUD through the year 2013.

The proposed transfers have met with the approval of the Boston Redevelopment Authority staff. The proposed transfers do not represent a fundamental change to the Project. The new owners shall have the financial resources to operate the Project and to meet the duties imposed by Chapter 121A and the Acts of 1960, Chapter 652.

Morville House, Incorporated, a wholly-owned subsidiary of The Episcopal City Mission, is the sole general partner of Morville House, which developed and has operated the Project since the early 1970's. Since the managing general partner of Norway Street Limited Partnership will be Norway Street, Inc., another of its wholly-owned subsidiaries, The Episcopal City Mission, shall continue to control the operation of the Project. By virtue of the continuing role of The Episcopal City Mission with regard to the Project, no change in the operation or management of the Project will result from the proposed transfers. The proposed transfers shall enable equity in the Project to be realized in order to fund valuable energy savings for the Project.

Based upon the foregoing, the Authority hereby approves this "Report and Decision on Application for consent to transfer the Morville House Project Pursuant to General Laws

Chapter 121A, Section 11, to Acquire the Morville House Project Pursuant to General Laws Chapter 121A, Sections 18B and 18C, and to Form a Norway Street Limited Partnership to Acquire and Carry Out the Morville House Project Under General Laws Chapter 121A" and hereby consents to an Assignment and Assumption Agreement attached as an Exhibit thereto.

BOSTON REDEVELOPMENT AUTHORITY

Second Amendment to the Report and Decision on the Application of TDC & Associates for Authorization and Approval of a Project under Massachusetts General Laws Chapter 121A, as amended, and Chapter 652 of the Acts of 1960, to be undertaken and carried out by a Massachusetts Limited Partnership and Approval to Act as an Urban Redevelopment Corporation under said Chapter 121A.

On June 28, 1973, the Authority voted to adopt a Report and Decision on the Application of TDC & Associates for approval for an Urban Redevelopment Project pursuant to Massachusetts General Laws Chapter 121A, as amended, and Chapter 652 of the Acts of 1960. The Proposal called for the rehabilitation of thirty-six (36) buildings in the South End of Boston and the provision therein of subsidized rental housing for low-income families.

Thereafter on January 17, 1974, a First Amendment to the Report and Decision was approved by a vote of the Authority.

On November 21, 1985, the Applicant submitted a request to amend their project approval as follows:

1. The Applicant has requested the Consent of the Authority to transfer the Project to the Tenants Development Corporation, a Massachusetts non-profit corporation. If the requested transfer is approved by the Authority, the Applicant shall make a charitable contribution of the Project to the Tenants Development Corporation.
2. The Applicant has requested the Consent of the Authority to a subsequent sale of the Project by the Tenants Development Corporation to SETH II Limited Partnership, a Massachusetts limited partnership. The sole general partner of SETH II Limited Partnership shall be TDC Management, Inc., a Massachusetts corporation, the capital stock of which is held by Tenants Development Corporation.
3. The sale of the Project by the Tenants Development Corporation to SETH II Limited Partnership shall modify the financial information contained in the (original) Application. The sale price of the Project to be paid by SETH II Limited Partnership to the Tenants Development Corporation is \$7,283,628. This sum shall be paid by SETH II Limited Partnership by accepting title to the Project subject to the balance of \$3,690,912 outstanding on the present first mortgage held by the Northeast Savings Bank, with the balance of the sale price being met by the delivery to the Tenants Development Corporation of a

purchase money note in the sum of \$3,592,716. Interest shall accrue on this note at the rate of 14.25% per annum, compounded annually. Interest and principal on the note shall be due in fifteen years.

4. The sale of the Project shall enable capital to be raised to finance improvements to the Project. As a condition to its approval of the proposed transfer of the Project, the mortgage insurer, the U.S. Department of Housing and Urban Development ("HUD"), required the new owner of the Project to undertake and pay for repairs and improvements to the Project. These items, each of which are items of deferred maintenance, shall have no adverse effect upon the environment nor shall they require the relocation of any tenants of the Project.
5. The proposed transfers and the improvements to the Project to be undertaken by the new owners shall have no adverse impact upon the tenants, upon tenant rents, or upon the Project. The Project will continue to be regulated by HUD through the year 2015.

The proposed transfers have met with the approval of the Boston Redevelopment Authority staff. The proposed transfers do not represent a fundamental change to the Project. The new owners shall have the financial resources to operate the Project and to meet the duties imposed by Chapter 121A and St. 1960, Chapter 652.

Tenants Development Corporation is comprised of members and directors who are tenants of the Project. This corporation is the general partner of the present owner of the Project, TDC & Associates, and it shall continue to control the operation of the Project through its subsidiary TDC Management, Inc., the general partner of SETH II Limited Partnership. By virtue of the continuing role of the Tenants Development Corporation with regard to the Project, no change in the operation or management of the Project will result from the proposed transfers. The proposed transfers shall enable equity in the Project to be realized in order to fund the repair of items of deferred maintenance in the Project.

Based upon the foregoing, the Authority hereby approves this "Second Amendment to the Report and Decision on the Application of TDC & Associates for Authorization and Approval of a Project under Massachusetts General Laws Chapter 121A, as amended, and Chapter 652 of the Acts of 1960, to be undertaken and carried out by a Massachusetts Limited Partnership and Approval to Act as an Urban Redevelopment Corporation under said Chapter 121A" and hereby consents to the Second Amendment to the Application and Report and Decision thereon as set forth herein and to an Assignment and Assumption Agreement attached as an Exhibit thereto.

